

## APPENDIX E TO DIR CONTRACT NO. DIR-TSO-3149

DOCUSIGN, INC.

### CORPORATE SUBSCRIBER TERMS AND CONDITIONS

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DIR-TSO-3149 and these terms and conditions govern each Order Form (collectively, the "Agreement") entered into by DocuSign, Inc. and the Subscriber identified in the Order Form. By signing the Order Form, each party agrees as follows:

#### 1. DEFINITIONS

**"Account"** means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service and, where applicable, other DocuSign Products.

**"Authorized User"** means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register or use the Subscription Service as the same Authorized User.

**"DocuSign API"** means the application programming interface that supports interoperability of applications with the Subscription Service.

**"DocuSign Product(s)"** means the products and services identified on an Order Form, such as the Subscription Service, the Technical Services, and other DocuSign offerings.

**"eContract"** refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service.

**"Envelope"** means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System.

**"Indemnifying Party"** means the party that is providing indemnification under Section 10.

**"Order Form"** means the schedule that sets forth the pricing, features and options of the DocuSign Products selected by Subscriber. An Order Form is not binding until it is duly executed by both DocuSign and Subscriber, at which point it becomes incorporated into and part of the Agreement.

**"Technical Services"** means any integration consulting or assistance, custom development, training, transition and similar ancillary services that are set forth in an Order Form or Work Order as described in Section 15.

**"Specifications"** means the technical specifications set forth in the "Subscription Service Specifications" available at <http://www.docusign.com/company/specifications>.

**"Subscription Service"** means DocuSign's on-demand electronic signature service, which provides online display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet.

**"System"** refers to the software systems and programs, the communication and network facilities, and the hardware and equipment used by DocuSign or its agents to provide the Subscription Service.

**"Transaction Data"** means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

#### 2. THE SUBSCRIPTION SERVICE

**2.1** During the Term and subject to DIR-TSO-3149 and these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in accordance with the Specifications, and the DocuSign Service & Support Level Commitment ("SLA") attached as Appendix D of DIR Contract No. DIR-TSO-3149. The right to use the Subscription Service is limited to the Authorized Users, and Subscriber may not resell or otherwise provide or assist with the provision of the Subscription Service to any third party.

**2.2** In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement of and agreement to the following:

(i) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in this Agreement may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract;

(ii) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents;

(iii) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure;

(iv) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures;

(v) DocuSign is not responsible for determining how long any contracts, documents, and other records are required to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties;

(vi) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any particular transaction involves a "consumer;" (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and

(vii) Subscriber undertakes to determine whether any "consumer" is involved in any eContract presented by its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation.

2.3 DocuSign will provide customer support to Subscriber in accordance with the package that is identified on the Order Form, as each of the optional packages are further detailed in Exhibit A attached hereto.

### 3. SUBSCRIPTION PLANS AND USAGE PRICING

3.1 The Subscription Service is sold on the basis of an annual prepaid subscription, and may be limited by usage ("Envelope Allowance"), or by the number of Authorized Users ("Seats"), or both. Optional features, such as Authentication Measures or fax-back services, may be purchased on a subscription or per-use basis, as set out in the Order Form.

3.2 Under an **Envelope Allowance Subscription**, Subscriber is allowed to send the number of Envelopes specified in the Order Form during the Term. The total number of Envelopes used is the sum of all Envelopes that have been sent for signature or for certified delivery from the Account. An Envelope will be deemed consumed at the time it is sent by an Authorized User, whether or not it has been received by any recipients or any recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Subscription, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. All Envelopes used in excess of the Envelope Allowance during the Term will incur a per-Envelope charge that will be invoiced on a monthly basis.

3.3 Under a **Seat Subscription**, Subscriber is allowed to manually send Envelopes from the number of Seats specified in the Order Form during the Term. A Seat is defined as a natural person manually preparing and sending Envelopes. Seats may not be used for automated batch or bulk sending of Envelopes, including through the DocuSign API. The number of Seats is determined by the total number of active Authorized Users listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or

deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time does not exceed the number of Seats purchased. If Subscriber adds more Authorized Users than the number of Seats purchased in an Order Form, then additional charges of one Seat per additional Authorized User for the remainder of the Term will become immediately due and payable.

3.4 Under a **Platform Subscription**, Subscriber is provided a hybrid solution that includes access for its entire enterprise to the Subscription Service platform, as well as either an Envelope Allowance Subscription or a Seat Subscription to cover the transactions processed through the platform. Terms for the Envelope Allowance Subscription or Seat Subscriptions included in the Platform Subscription are the same as in Sections 3.2 and 3.3 above, respectively.

#### **4. ADDITIONAL SUBSCRIBER RESPONSIBILITIES**

4.1 As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Order Form. Accordingly:

- (i) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term "unsolicited mass mailings" includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for "Commercial Electronic Mail Messages" under the U.S. CAN-SPAM Act, as an example only; and
- (ii) Subscriber will not use or permit the use of the Subscription Service: (a) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (b) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (c) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (d) in any way that constitutes or encourages conduct that could constitute a criminal offense.

4.2 DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (i) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (ii) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

#### **5. OWNERSHIP**

5.1 DocuSign owns various intellectual property and technology rights associated with the Subscription Service, its document management, digital signature and notary system. Subscriber's rights with respect to the foregoing are limited to the rights to use the DocuSign Products that are granted under this Agreement or the applicable Order Form for the purposes contemplated by this Agreement, and no other. DocuSign does not license or transfer to Subscriber, or any Authorized User or other third party, any of DocuSign's technology or other intellectual property rights. All right, title, and interest in and to DocuSign's technology and intellectual property, whether patent, copyright, trade secret, trademark, service mark or moral rights, remain solely with DocuSign at all times. Subscriber will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from or about any of the DocuSign Products or technologies.

5.2 DocuSign hereby grants to users and licensees of its products and services a limited, revocable, nonexclusive and nontransferable right to use DocuSign's regular trade names, trademarks, titles and logos ("Licensed Marks") solely for purposes of identifying DocuSign's products and services, as long as the Licensed Marks are used strictly in compliance with DocuSign's trademark license terms and conditions, available at: <http://www.docusign.com/IP>.

5.3 Data and information owned by Subscriber that is processed using the Subscription Service is and will remain, as between Subscriber and DocuSign, owned by Subscriber.

#### **6. eCONTRACT STORAGE AND DELETION**

6.1 Subscriber may retrieve copies of its stored eContracts at any time while this Agreement is in effect. DocuSign will store all completed eContracts sent by Subscriber during the Term, by default. However, Subscriber has the option to change its Account settings to direct the deletion of all or certain designated eContracts at an earlier date or periodic interval. If Subscriber

fails to retrieve its eContracts prior to the expiration or termination of the Agreement, Subscriber may request, within 90 days after such expiration or termination, that DocuSign provide Technical Services to assist in retrieving completed eContracts still remaining on the System, the details of which Technical Services will be set out in a Work Order. After such 90 day period, the eContracts may be deleted from storage and DocuSign is not obligated to retrieve any further eContracts for Subscriber.

**6.2** Prior to the end of the Term, if Subscriber wishes to extend the period of time DocuSign stores Subscriber's eContracts after the end of the Term, it may elect to purchase post-expiration or post-termination storage services for its completed eContracts.

**6.3** DocuSign may retain the Transaction Data for as long as it has a business purpose to do so, provided that any Transaction Data that constitutes Confidential Information of Subscriber will at all times maintain that status, and DocuSign will comply with its confidentiality obligations as provided in Section 12.

## **7. FEES AND PAYMENT TERMS**

**7.1** Subscriber will be invoiced as set forth in Appendix A, Section 8.I. of DIR Contract No. DIR-TSO-3149. Unless otherwise specified in an applicable Order Form, the first invoice will coincide with the Order Start Date and, unless otherwise agreed by the parties, all amounts will be denominated in U.S. dollars. Payments will be made in accordance with Appendix A, Section 8.J. of DIR Contract No. DIR-TSO-3149. The DocuSign Products related to the annual license subscription shall be available immediately upon the Order Start Date defined in the Order Form, and, upon becoming available, are to be paid annually in advance in accordance with Texas procurement policy. Taxes will be handled in accordance to Appendix A, Section 8.E. of DIR Contract No. DIR-TSO-3149.

**7.2** In accordance with Texas Government Code Sec. 2251.051, if Subscriber fails to timely pay any undisputed amounts due under this Agreement, then without limitation of any of its other rights or remedies, DocuSign may suspend performance of those services until DocuSign receives all past due amounts from Subscriber.

## **8. TERM AND TERMINATION**

**8.1** The term of this Agreement will begin on the Order Start Date and, unless terminated sooner in accordance to Appendix A, Section 11.B. of DIR Contract No. DIR-TSO-3149, will continue until the Order End Date specified on the Order Form (the "Term"). Notwithstanding the foregoing, all subscriptions are paid annually in advance, and any termination for convenience shall not entitle Subscriber to a refund of any prepaid fees. Prior to the Order Start Date, DocuSign may, in its sole discretion, start providing Technical Services and/or access to the Subscription Service to Subscriber, which will be governed by DIR Contract No. DIR-TSO-3149 and these Terms and Conditions.

**8.2 Post-Termination Obligations.** If this Agreement expires or is terminated for any reason: (a) Subscriber will pay to DocuSign any amounts that have accrued before, and remain unpaid as of, the date of the termination or expiration; (b) any and all liabilities of Subscriber to DocuSign that have accrued before the effective date of the termination will survive; (c) licenses and use rights granted to Subscriber with respect to DocuSign Products and intellectual property will immediately terminate; (d) DocuSign's obligation to provide any further services to Subscriber under this Agreement will immediately terminate; and (e) the parties' rights and obligations under Sections 6.1, 6.3, 8.2, and 9 through 14 will survive.

## **9. WARRANTIES AND DISCLAIMERS**

**9.1 DocuSign Warranties.** DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software will be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 et seq. (the "ESIGN Act") to support the validity of such formation, to the extent provided in the ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 2.2(vi) and (vii) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Customer Information as set forth in Section 501(b) of the Gramm-Leach-Bliley Act.

**9.2 Mutual Warranties.** Each party represents and warrants to the other that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against it in accordance with DIR Contract No. DIR-TSO-3149 and its terms; (b) no authorization or approval from any third party is required in connection with its execution, delivery, or performance of this Agreement; and (c) the execution, delivery, and performance of this Agreement does not violate the laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

**9.3 Disclaimer.** Except for the express representations and warranties stated in this Section 9, DocuSign: (a) makes no additional representation or warranty of any kind -- whether express, implied in fact or by operation of law, or statutory -- as to any matter whatsoever; (b) disclaims all implied warranties of merchantability and fitness for a particular purpose and the like; and (c) does not warrant that the DocuSign Products are or will be error-free or meet Subscriber's requirements. Subscriber has no right to make or pass on any representation or warranty on behalf of DocuSign to any third party.

## **10. THIRD PARTY CLAIMS**

**10.1 By DocuSign.** DocuSign will indemnify Subscriber, and its employees, directors, agents, and representatives from, and defend the Indemnified Parties against, any actual or threatened third party claim or legal or administrative agency action or proceeding ("Claim") to the extent arising from or related to: (a) any breach by DocuSign of its confidentiality obligations in Section 12; and (b) any alleged infringement by DocuSign of any third party intellectual property rights.

**10.2 Infringement Remedy.** Indemnification will be handled in accordance to Appendix A, Section 10.A. of DIR Contract No. DIR-TSO-3149.

## **11. LIMITATIONS OF LIABILITY**

**11.1 Disclaimer of Consequential Damages; Cap on Damages.** Limitation of Liability will be handled in accordance with Appendix A, Section 10.K. of DIR Contract No. DIR-TSO-3149.

## **12. CONFIDENTIALITY**

**12.1 "Confidential Information"** means any trade secrets or other information of DocuSign or Subscriber, whether of a technical, business, or other nature (such as DocuSign's software or Subscriber's eContracts), that is disclosed to the other party (the "Recipient") and that is marked "confidential," or, whether or not marked, that a reasonable person would understand to be confidential given the circumstances of the disclosure. Confidential Information does not include any information that: (a) was known to Recipient before receiving it from the disclosing party; (b) is independently developed by Recipient without use of or reference to any Confidential Information of the other party; (c) is acquired by Recipient from another source that did not receive it in confidence from the other party to this Agreement; or (d) is or becomes part of the public domain through no fault or action of Recipient.

**12.2 Restricted Use and Nondisclosure.** During and after the Term, Recipient will: (a) use the Confidential Information of the other party solely for the purpose for which it is provided; (b) not disclose such Confidential Information to a third party, except on a need-to-know basis to its attorneys, auditors and consultants who are under confidentiality obligations at least as restrictive as contained herein; and (c) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature.

**12.3 Required Disclosure.** If Recipient is required by law to disclose Confidential Information of the other party, Recipient will give prompt written notice to the other party before making the disclosure, unless prohibited from doing so by the legal or administrative process.

**12.4 Ownership.** Recipient acknowledges that, as between the parties, all Confidential Information it receives from the disclosing party, including all copies thereof in Recipient's possession or control, in any media, is proprietary to and exclusively owned by the disclosing party. Nothing in this Agreement grants Recipient any right, title or interest in or to any of the disclosing party's Confidential Information. Recipient's incorporation of the disclosing party's Confidential Information into any of its own materials will not render Confidential Information non-confidential.

**12.5 Remedies.** Recipient acknowledges that any actual or threatened breach of this Section 12 may cause irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain. Accordingly, the disclosing party is entitled to (but not required to) seek injunctive relief in addition to all remedies available to the disclosing party at law and/or in equity, to prevent or mitigate any breaches of this Agreement or damages that may otherwise result from those breaches. Absent written consent of the disclosing party to the disclosure, the Recipient, in the case of a breach of this Section 12, has the burden of proving that the disclosing party's Confidential Information is not, or is no longer, confidential or a trade secret and that the disclosure does not otherwise violate this Section 12.

**12.6 Existing Obligations.** The obligations in this Section 12 are in addition to, and supplement, each party's obligations of confidentiality under applicable law and under any nondisclosure or other agreement between the parties.

### **13. INFORMATION SECURITY**

DocuSign is ISO 27001 and TRUSTe certified, SSAE 16 examined and tested, PCI DSS 2.0 compliant as both a service provider and a merchant, and a member of the U.S. Dept. of Commerce Safe Harbor (collectively, "Information Security Safeguards"), and during the Term of this Agreement, DocuSign agrees to annually provide evidence of such Information Security Safeguards upon Subscriber's written request.

### **14. GENERAL**

**14.1 Relationship.** At all times, the parties are independent actors, and are not the agents or representatives of the other. This Agreement is not intended to create a joint venture, partnership, or franchise relationship, or give rise to any third party beneficiary.

**14.2 Assignability.** Assignments will be handled in accordance with Appendix A, Section 4.D. of DIR Contract No. DIR-TSO-3149.

**14.3 Notices.** Notices will be handled in accordance with Appendix A, Section 12.A. of DIR Contract No. DIR-TSO-3149.

**14.4 Force Majeure.** Force Majeure will be handled in accordance with Appendix A, Section 11.C. of DIR Contract No. DIR-TSO-3149.

**14.5 Dispute Resolution.** Disputes will be handled in accordance with in accordance with Appendix A, Section 11.A. of DIR Contract No. DIR-TSO-3149.

**14.6 Governing Law.** This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State Texas, without reference to its choice of law rules to the contrary. Any legal action arising under this Agreement must be initiated within four (4) years after the cause of action arises.

**14.7 Waiver.** The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

**14.8 Severability.** If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the grant of any license to Subscriber under this Agreement is found to be illegal, unenforceable, or invalid, the license will immediately terminate.

**14.9 Entire Agreement.** DIR Contract No. DIR-TSO-3149 and this Agreement is the final and complete expression of the agreement between these parties regarding the DocuSign Products. If a conflict should arise between DIR Contract No. DIR-TSO-3149 and this Agreement, DIR Contract No. DIR-TSO-3149 shall govern. This Agreement may be changed only by a written agreement signed by an authorized agent of both parties.

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### **ADDITIONAL TERMS AND CONDITIONS FOR TECHNICAL SERVICES**

The following additional terms and conditions apply to Technical Services, if any, that are made the subject of an Order Form.

### **15. SERVICES, WORK ORDERS, AND CHANGE ORDERS**

**15.1 Services.** If and as set out in a Work Order, and subject to the terms and conditions of DIR Contract No. DIR-TSO-3149 and this Agreement, DocuSign will perform certain Technical Services for Subscriber.

**15.2 Work Orders.** The specific details of the Technical Services to be performed will be determined on a per-project basis, and the details for each project will be described in a Work Order that is executed by both parties (called the "Work Order" for purposes of the Technical Services). To the extent that an Order Form includes a standard training or technical package, such Order Form will constitute a Work Order. Once executed by both parties, each Work Order will be a unique agreement that incorporates the terms of DIR Contract No. DIR-TSO-3149 and this Agreement and stands alone with respect to all other Work Orders and Order Forms. If there is a conflict between the terms of this Agreement and the terms of a Work Order, the terms of DIR Contract No. DIR-TSO-3149 and this Agreement will control unless the Work Order states that a specific provision of this

Agreement will be superseded by a specific provision of the Work Order. In any event, the terms of DIR Contract No. DIR-TSO-3149 prevail.

**15.3 Change Orders.** Unless otherwise specified in a Work Order, Subscriber may reasonably request in writing that revisions be made with respect to the Technical Services or deliverables set forth in that Work Order ("Change Order"). Within 10 business days after DocuSign's receipt of the Change Order, DocuSign will deliver to Subscriber a written, revised Work Order reflecting DocuSign's reasonable determination of the revised Technical Services, deliverables, delivery schedule, payment schedule, and adjusted fees or fee estimates, if any, that will apply to the implementation of the revisions. If Subscriber approves the revised Work Order, then the parties will execute it, and upon execution, the revised Work Order will supersede the then-existing Work Order. If Subscriber does not approve the revised Work Order within 10 business days after its receipt by Subscriber, the then-existing Work Order will remain in full force and effect, and DocuSign will have no further obligation with respect to the applicable Change Order.

## **16. PERFORMANCE OF TECHNICAL SERVICES**

**16.1 Fees; Project Management.** Subscriber will pay DocuSign for Technical Services at rates identified in Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3149 ("Technical Fees"). Unless otherwise agreed in the applicable Work Order, Technical Fees will be invoiced in accordance with Appendix A, Section 8.J. of DIR Contract No. DIR-TSO-3149. For each project described in a Work Order, each party will designate a single point of contact within its organization to manage the project ("Project Leader"). The Project Leaders will communicate as necessary to manage the Technical Services to be performed under a Work Order.

**16.2 Performance Standard.** DocuSign warrants to Subscriber that the Technical Services will be performed in accordance with standard industry practice and the applicable Work Order. DocuSign will complete the Technical Services, including the delivery of any deliverables, in accordance with the schedule of times and milestones specified in the Work Order.

## **17. TERM AND TERMINATION OF WORK ORDERS**

Each Work Order will commence on the specified effective date and will continue until each party's obligations under the Work Order have been fulfilled or the Work Order is terminated as provided in the Work Order. If any Work Order is terminated in accordance with terms of Appendix A, Section 11.B. of DIR Contract No. DIR-TSO-3149, then Subscriber will pay to DocuSign any Technical Fees and all other payment obligations accrued and payable for the Technical Services performed under the terminated Work Order through the effective date of the termination.

## **18. PROPRIETARY RIGHTS**

**18.1 Subscriber Materials.** Any materials provided by Subscriber to DocuSign specifically for use by DocuSign in the course of the Technical Services ("Subscriber Materials") will be used and disclosed solely as required to perform the Technical Services. As between the parties, Subscriber will continue to own the Subscriber Materials.

**18.2 Inventions.** This Agreement does not contemplate, authorize or support Subscriber's acquisition of (a) custom software development services, (b) custom product development services, or (c) custom products or services (collectively "Custom Works"). If Subscriber and DocuSign decide to authorize such Custom Works, then the terms related to the intellectual property ownership of such Custom Works will be negotiated separately and applied accordingly.

## Exhibit A

### Overview

#### DocuSign Customer Support: Premier Support

As a Premier Support customer, you get a committed partner that provides you the business grade support you'd expect while running your critical business processes. Our online case submission and management tools let you keep track of your most urgent questions through resolution. And our knowledge base, communities and online training make it easy for you to get the answers you need quickly.

While DocuSign is powerful as an out-of-the-box solution, integrating with your CRM, ERP, and HRM systems increases the value of those investments. When you integrate DocuSign with your existing business applications, DocuSign Customer Support is there to make sure things go smoothly. Premier Support provides access our demo sandbox as well as experts who understand your specific integration, using our connectors and open APIs, allowing you to get back to business.

#### Deliverables:

24x7 System Availability Monitoring  
Self Service Resources, including DocuSign Community, Support Portal, Knowledge Base  
24x7 Sender and Signer Live Chat Support  
Online case Submission and Management  
Case Submission Response Time Target: 4 hours  
24x7 Live Phone Support  
Escalated Tier 2 Support  
DocuSign Demo/Sandbox Environment Access  
DocuSign Integration Support (APIs, Connectors)  
24x7 Emergency Support  
Emergency Response Time Target: 1 hour

#### Deliverables Description:

24x7 System Availability Monitoring: DocuSign Trust Site for real-time system status and notifications.  
Support Portal and Knowledge Base: Search for answers and submit Support requests.  
DocuSign Community: Q&A community staffed by DocuSign employees and power users of our product.  
24x7 Sender and Signer Live Chat Support: Chat Support for simple questions on signing, sending and account management.  
Online Case Submission and Management: Submit cases online for assistance from our Support Team.  
24x7 Live Phone Support: Talk to our DocuSign Support Team for technical DocuSign questions, billing inquiries and account support.  
Escalated Tier 2 Support: Direct access to senior technical resource as part of standard support escalation process.  
DocuSign Demo/Sandbox Environment Access: Test your current code against upcoming releases or add your new code to test prior to releasing into production.  
DocuSign Integration Support (Connectors): Support for connections to complementary solutions such as Salesforce, Microsoft and Google.  
24x7 Emergency Support: 1-hour response to Severity 1 technical incidents.



## Overview

### DocuSign Customer Support: Enterprise Premier Support

As an Enterprise Premier Support customer, you receive the personal support your business needs. We provide a named Technical Customer Success Manager, who knows you and your account and provides expedited access when you need it.

We proactively monitor your cases and deliver regular support reviews, looking at trends to identify and address potential issues before they make an impact. And we provide fast response times to your questions and cases, whether online or by phone, including 24x7 emergency support.

When you integrate DocuSign with your existing business applications, Enterprise Premier Support provides access our demo sandbox as well as experts who understand your specific integration, using our connectors and open APIs.

#### Deliverables:

24x7 System Availability Monitoring  
Self Service Resources, including DocuSign Community, Support Portal, Knowledge Base  
24x7 Sender and Signer Live Chat Support  
Online case Submission and Management  
Case Submission Response Time Target: 2 hours  
24x7 Live Phone Support  
Escalated Tier 2 Support  
DocuSign Demo/Sandbox Environment Access  
DocuSign Integration Support (APIs, Connectors)  
24x7 Emergency Support  
Emergency Response Time Target: 30 minutes  
Proactive Monitoring of Cases  
Adoption Network  
Administrator Certification Class: 1 user  
Technical Customer Success Manager

#### Deliverables Description:

24x7 System Availability Monitoring: DocuSign Trust Site for real-time system status and notifications.  
Support Portal and Knowledge Base: Search for answers and submit Support requests.  
DocuSign Community: Q&A community staffed by DocuSign employees and power users of our product.  
24x7 Sender and Signer Live Chat Support: Chat Support for simple questions on signing, sending and account management.  
Online Case Submission and Management: Submit cases online for assistance from our Support Team.  
24x7 Live Phone Support: Talk to our DocuSign Support Team for technical DocuSign questions, billing inquiries and account support.  
Escalated Tier 2 Support: Direct access to senior technical resource as part of standard support escalation process.  
DocuSign Demo/Sandbox Environment Access: Test your current code against upcoming releases or add your new code to test prior to releasing into production.  
DocuSign Integration Support (Connectors): Support for connections to complementary solutions such as Salesforce, Microsoft and Google.  
24x7 Emergency Support: 30-minute response to Severity 1 technical incidents.  
Proactive Monitoring of Cases: ongoing tracking and review of cases opened to identify trends, possible issues, or opportunities for improved use of DocuSign.  
Adoption Network: Training, tools and community designed specifically to help customers drive adoption and implementation of DocuSign solutions. Deliverables: CSA Certification course for 1 user through DocuSign University; 2-hours office hour access to DocuSign CSA team; access to Adoption Network gated community.

Technical Customer Support Manager – first point of contact for all technical questions. Will provide case reviews on a regular basis as part of relationship.

Who is the Technical Customer Support Manager:

» Trained on customer use cases, workflows and technology.

- » Fluent in API, Connectors and complex troubleshooting.
- » The “Go-To” for technical questions, issue reporting and escalations.
- » The escalation path to DocuSign Engineering, Customer Solution Architects (CSA) and Professional Services.